CENTURYLINK

1600 7th Avenue, Room 1506 Seattle, Washington 98191 (206) 733-5178 Facsimile (206) 343-4040

Maura E. Peterson

Paralegal Regulatory Law

RECEIVED



October 2, 2013

Via Overnight delivery

Jean Jewell, Secretary Idaho Public Utilities Commission 472 West Washington Street P.O. Box 83720 Boise, Idaho 83720-0074

Re:

Case No.: QWE-T-02-8

Application for Approval of the Bill and Keep VNXX **Amendment to the Interconnection Agreement**

Dear Ms. Jewell:

Enclosed for filing are an original and three (3) copies of the Application for Approval of the Bill and Keep VNXX Amendment to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC ("CenturyLink") and Level 3 Communications, LLC. CenturyLink respectfully requests that this matter be placed on the Commission Decision Meeting Agenda for expedited approval.

Please contact me if you have any questions concerning the enclosed. Thank you for your assistance in this matter.

Sincerely,

Maura E. Peterson

/mep

Enclosure

cc: Service List

Lisa A. Anderl (WSBA#13236)

CenturyLink

1600 7th Ave, Room 1506

Seattle, WA 98191

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BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

APPLICATION OF QWEST CORPORATION dba CENTURYLINK QC FOR APPROVAL OF AN INTERCONNECTION AGREEMENT **PURSUANT TO 47 U.S.C. §252(e)**

CASE NO.: QWE-T-02-8

APPLICATION FOR APPROVAL OF THE AMENDMENT TO THE INTERCONNECTION AGREEMENT

Qwest Corporation dba CenturyLink QC ("CenturyLink") hereby files this Application for Approval of the Bill and Keep VNXX Amendment to the Interconnection Agreement ("Amendment") which was approved by the Idaho Public Utilities Commission on May 22, 2002 (the "Agreement"). The Amendment with Level 3 Communications, LLC ("Level 3") is submitted herewith.

This Amendment was reached through voluntary negotiations without resort to mediation or arbitration and is submitted for approval pursuant to Section 252(e) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the "Act").

Section 252(e)(2) of the Act directs that a state Commission may reject an amendment reached through voluntary negotiations only if the Commission finds that: the amendment (or portion(s) thereof) discriminates against a telecommunications carrier not a party to this agreement; or the implementation of such an amendment (or portion) is not consistent with the public interest, convenience and necessity.

CenturyLink respectfully submits this Amendment provides no basis for either of these findings, and, therefore requests that the Commission approve this Amendment expeditiously. This Amendment is consistent with the public interest as identified in the pro-competitive policies of the State of Idaho, the Commission, the United States Congress, and the Federal Communications Commission. Expeditious approval of this Amendment will enable Level 3 to interconnect with CenturyLink facilities and to provide customers with increased choices among local telecommunications services.

CenturyLink further requests that the Commission approve this Amendment without a hearing. Because this Amendment was reached through voluntary negotiations, it does not raise issues requiring a hearing and does not concern other parties not a party to the negotiations. Expeditious approval would further the public interest.

Respectfully submitted this <u>26th</u> day of October, 2013.

CENTURYLINK

Lisa A. Anderl

Attorney for Qwest Corporation

dba CenturyLink QC

CERTIFICATE OF SERVICE

APPLICATION FOR APPROVAL OF T	_ day of October, 2013, I served the foregoing THE RELATIVE USE FACTOR AMENDMENT EMENT upon all parties of record in this matter as
follows:	
Jean Jewell, Secretary Idaho Public Utilities Commission 472 West Washington Street P.O. Box 83720 Boise, Idaho 83720-0074 jjewell@puc.state.id.us	Hand Delivery U. S. Mail XX Overnight Delivery Facsimile Email
Andrea Pierantozzi VP – Interconnection Services Level 3 Communications, LLC 1025 Eldorado Boulevard Broomfield, Colorado 80021	Hand Delivery XX U. S. Mail Overnight Delivery Facsimile Email
	Jose Addington

Bill and Keep VNXX Amendment to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC and Level 3 Communications, LLC for the State of Idaho

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC ("CenturyLink"), a Colorado corporation, and Level 3 Communications, LLC ("CLEC"). CenturyLink and CLEC shall be known jointly as the "Parties".

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement ("Agreement") for service in the state of Idaho; and

WHEREAS, the Parties desire to amend the Agreement further under the terms and conditions contained herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Amendment Terms

The Agreement is hereby amended by adding terms, conditions and rates for Bill and Keep VNXX as set forth in Attachment 1, to this Amendment, attached hereto and incorporated herein by this reference.

Effective Date

This Amendment shall be deemed effective upon approval by the Commission; however, the Parties agree to implement the provisions of this Amendment as of December 1, 2012. To accommodate this need, CLEC must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by CenturyLink. CLEC will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met. Additionally, CenturyLink shall implement any necessary billing changes within two (2) billing cycles after the latest execution date of this Amendment, with a true-up implementing the terms of this amendment back to the latest execution date of this Amendment, or earlier, based on the terms of this Amendment and the necessary billing changes by the end of the second billing cycle. The Parties agree that so long as CenturyLink implements the billing changes and the true-up as set forth above, the CLEC's bills shall be deemed accurate and adjusted without error solely for purposes of performance measurements.

Further Amendments

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

Entire Agreement

Signature

Title

Date

9/23/2013

Andrea Pierantozzi

Name Printed/Typed

VP - Interconnection Services

The Agreement as amended (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of the Agreement as amended and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of the Agreement as amended.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

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Signature L. T. Christensen Name Printed/Typed Director – Wholesale Contracts Title

10/1/2013

Date

Qwest Corporation dba CenturyLink QC

September 10, 2013/kjc/Level 3/B & K VNXX Amd-ID Amendment to CDS-020301-0020

ATTACHMENT 1

Bill and Keep VNXX:

The Parties understand and agree that VNXX Traffic, defined as traffic originated by a Party's End User Customer, dialed with a local dialing pattern, and terminated to a customer of the other Party not physically located within the same CenturyLink Local Calling Area (as defined and/or approved by the state Commission) as the originating caller (VoIP Traffic is not considered to be VNXX traffic destined for the Internet under this section). This is determined by examining the locally dialed telephone number (NPA-NXX-XXXX) assigned to the terminating Party's customer when it is an NXX Code associated with a rate center (as set forth in the LERG) that is different from the rate center (as set forth in the LERG) associated with the actual physical location at which the customer receives the VNXX traffic in question. VNXX does not include originating 8XX traffic, as that traffic is not locally dialed. The Parties will not pay terminating compensation to each other for VNXX Traffic destined for the internet. For purposes of this Agreement, the Parties agree that 100% of the calls originated by CenturyLink that are routed to CLEC for termination to ISP's in order to be connected to the Internet are VNXX Traffic that shall be subject to Bill and Keep compensation arrangement hereunder. The Parties understand and agree that there is a de minimus amount of VNXX Traffic other than that destined for the internet currently being exchanged by the Parties. Should either Party determine that the volume of VNXX Traffic other than that destined for the internet is no longer de minimus, it may provide notice to the other Party that it will begin billing applicable compensation for such traffic prospectively from the date of such notice.